

**BEFORE THE
STRUCTURAL PEST CONTROL BOARD
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

**COOLEY'S GENERAL PEST & TERMITE
CONTROL, INC.; John Cooley, Qualifying
Manager, Company Registration Certificate No.
PR 4027, Branches 2 and 3**

and

**JOHN COOLEY Operator License No. OPR 8329,
Branches 2 and 3**

P.O. Box 940907, Simi Valley, CA 93094

Respondents.

Case No. 2015-10

OAH No. 2015050172

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Structural Pest Control Board, Department of Consumer Affairs, as its Decision in this matter.

The Decision shall become effective on August 19, 2016.

IT IS SO ORDERED July 20, 2016.



FOR THE STRUCTURAL PEST CONTROL BOARD
DEPARTMENT OF CONSUMER AFFAIRS

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9 **BEFORE THE**
STRUCTURAL PEST CONTROL BOARD
DEPARTMENT OF CONSUMER AFFAIRS
10 **STATE OF CALIFORNIA**

11 In the Matter of the Accusation Against:

Case No. 2015-10

12 **COOLEY'S GENERAL PEST &**
13 **TERMITE CONTROL, INC.;** John Cooley,
Qualifying Manager Company Registration
14 Certificate No. PR 4027 Branch No. 2 & 3

OAH No. 2015050172

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

15 and.

16 **JOHN COOLEY** Operator License No.
OPR 8329 Branches 2 & 3
17 P.O. Box 940907, Simi Valley, CA 93094

18 Respondent.

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20 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
21 entitled proceedings that the following matters are true:

22 **PARTIES**

23 1. Susan Saylor (Complainant) is the Registrar/Executive Officer of the Structural Pest
24 Control Board. She brought this action solely in her official capacity and is represented in this
25 matter by Kamala D. Harris, Attorney General of the State of California, by Michael Brown,
26 Deputy Attorney General.

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2. Respondent Cooley's General Pest & Termite Control, Inc.; with John Cooley (Respondent) as President and Qualifying Manager, Nick Dallas as Vice President and James Kennedy Jackson as corporate officer is representing itself in this proceeding and has chosen not to exercise its right to be represented by counsel.

3. On or about September 24, 2001, the Structural Pest Control Board (Board) issued Company Registration Certificate No. PR 4027 to Respondent. The Company Registration Certificate was in full force and effect at all times relevant to the charges brought in Accusation No. 2015-10.

4. On or about March 27, 1989, Operator's License No. OPR 8329 was issued in Branch 2 to John Cooley, Qualifying Manager of Cooley's General Pest Control. On or about December 1, 1992, Operator's License No. OPR 8329 was upgraded to include Branches 2 and 3 and became Branch 3 Qualifying Manager of Cooley's General Pest Control. Operator's License No. OPR 8329 was in full force and effect at all times to the charges brought in Accusation No. 2015-10 and will expire on June 30, 2018, unless renewed.

JURISDICTION

5. Accusation No. 2015-10 was filed before the Board, Department of Consumer Affairs, and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent on November 3, 2014. Respondent timely filed its Notice of Defense contesting the Accusation.

6. A copy of Accusation No. 2015-10 is attached as exhibit A and incorporated herein by reference.

ADVISEMENT AND WAIVERS

7. Respondent has carefully read, and understands the charges and allegations in Accusation No. 2015-10. Respondent has also carefully read, and understands the effects of this Stipulated Settlement and Disciplinary Order.

8. Respondent is fully aware of its legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to be represented by counsel at its own expense; the right to confront and cross-examine the witnesses against them; the right to

1 present evidence and to testify on its own behalf; the right to the issuance of subpoenas to compel
2 the attendance of witnesses and the production of documents; the right to reconsideration and
3 court review of an adverse decision; and all other rights accorded by the California
4 Administrative Procedure Act and other applicable laws.

5 9. Respondent voluntarily, knowingly, and intelligently waives and gives up each and
6 every right set forth above.

7 CULPABILITY

8 10. Respondent understands and agrees that the charges and allegations in Accusation
9 No. 2015-10, if proven a hearing, constitute cause for imposing discipline upon his Company
10 Registration Certificate and Operator's License. Respondent admits it made a clerical error on
11 the renewal application dated June 15, 2012.

12 11. For the purpose of resolving the Accusation without the expense and uncertainty of
13 further proceedings, Respondent agrees that, at a hearing, Complainant could establish a factual
14 basis for the charges in the Accusation, and that Respondent hereby gives up his right to contest
15 those charges.

16 CONTINGENCY

17 12. This stipulation shall be subject to approval by the Structural Pest Control Board.
18 Respondent understands and agrees that counsel for Complainant and the staff of the Structural
19 Pest Control Board may communicate directly with the Board regarding this stipulation and
20 settlement, without notice to or participation by Respondent. By signing the stipulation,
21 Respondent understands and agrees that it may not withdraw its agreement or seek to rescind the
22 stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this
23 stipulation as the Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of
24 no force or effect, except for this paragraph, it shall be inadmissible in any legal action between
25 the parties, and the Board shall not be disqualified from further action by having considered this
26 matter.

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13. The parties understand and agree that Portable Document Format (PDF) and facsimile copies of this Stipulated Settlement and Disciplinary Order, including PDF and facsimile signatures thereto, shall have the same force and effect as the originals.

14. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understandings, discussions, negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary Order may not be altered, amended, modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.

10 15. In consideration of the foregoing admissions and stipulations, the parties agree that
11 the Board may, without further notice or formal proceeding, issue and enter the following
12 Disciplinary Order:

DISCIPLINARY ORDER

14 IT IS HEREBY ORDERED that Company Registration Certificate No. PR 4027 issued to
15 Respondent Cooley's General Pest & Termite Control, Inc.; with John Cooley as President and
16 Qualifying Manager, Nick Dallas as Vice President and James Kennedy Jackson as corporate
17 officer and Operator's License No. OPR 8329 issued to John Cooley are suspended. However,
18 the suspensions are stayed and Respondent is placed on probation for two (2) years on the
19 following terms and conditions.

20 1. **Obey All Laws.** Respondent shall obey all Federal, State and Local laws and Local
21 laws and all laws and rules relating to the practice of structural pest control.

22 2. **Quarterly Reports.** Respondent shall file quarterly reports with the Board during
23 the period of probation.

24 3. **Tolling of Probation.** Should Respondent leave California to reside outside this
25 state, Respondent must notify the Board in writing of the dates of departure and return. Periods
26 of residency or practice outside the state shall not apply to reduction of the probationary period.

27 4. **Notice to Employers.** Respondent shall notify all present and prospective employers
28 of the decision in Case No. 2015-10 and the terms, conditions and restriction imposed on

1 Respondent by said decision.

2 Within 30 days of the effective date of this decision, and within 15 days of Respondent
3 undertaking new employment, Respondent shall cause his/her employer to report to the Board in
4 writing acknowledging the employer has read the decision in Case No. 2015-10.

5 5. **Notice to Employees.** Respondent shall, upon or before the effective date of this
6 decision, post or circulate a notice to all employees involved in structural pest control operations
7 which accurately recite the terms and conditions of probation. Respondent shall be responsible
8 for said notice being immediately available to said employees. "Employees" as used in this
9 provision includes all full-time, part-time, temporary and relief employees and independent
10 contractors employed or hired at any time during probation.

11 6. **Completion of Probation.** Upon successful completion of probation, Respondent's
12 Company Registration Certificate and Operator's License will be fully restored.

13 7. **Violation of Probation.** Should Respondent violate probation in any respect, the
14 Board, after giving Respondent notice and an opportunity to be heard, may revoke probation and
15 carry out the disciplinary order which was stayed. If a petition to revoke probation is filed against
16 Respondent during probation, the Board shall have continuing jurisdiction until the matter is final,
17 and the period of probation shall be extended until the matter is final.

18 8. **Cost Recovery.** Respondent shall pay to the Board costs associated with its
19 investigation and enforcement pursuant to Business and Professions Code section 125.3 in the
20 amount of \$6,500.00. Said amount may be paid in monthly installments as agreed by the Board
21 and shall be paid in full no later than three months prior to the end of probation. Probation shall
22 not terminate until all costs are paid in full.

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ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Structural Pest Control Board.

Dated: May 2, 2016

Respectfully submitted,

KAMALA D. HARRIS
Attorney General of California
MARC D. GREENBAUM
Supervising Deputy Attorney General


MICHAEL BROWN
Deputy Attorney General
Attorneys for Complainant

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